

Date: June 23, 2009

Subject: Severance Termination – Communication 2
Letter of Objection - Docket Number 05-44481 (RDD)

From : Nathaniel Winton

TO: Honorable Robert D. Drain
Docket Number 05-44481 (RDD)
United States Bankruptcy Judge – Southern District of NY
One Bowling Green
New York, NY 10004-1408

I have worked for General Motors / Delphi for 31 years, and never in my life have I been so disappointed in what has happened in the GM/Delphi bankruptcy proceeding. The salary employees that have sacrificed and contributed so much for these companies have been treated so unfairly. This is a travesty of justice. I object to the June 1, 2009 Master Disposition Agreement, Article 9.5.11. This article declares that severance payments will be terminated upon the closing date (emergence date). This is wrong and should be rectified.

I have a legal, enforceable contract entered into during bankruptcy. I expect it to be fulfilled by the court. My severance payments were provided in exchange for my waiver of certain rights via the Release of Claims. Severance payments are not a Delphi provided benefit. Here are the points of objections:

- 1) Severance payments are by contract (Separation Agreement).
- 2) I waived certain rights (Release of Claims) to receive severance.
(I provided an item of value to Delphi in exchange for the severance payments)
- 3) The contracts were entered into during bankruptcy.
- 4) Severance payments are a contract liability (not a Delphi provided benefit).
- 5) I have a valid and binding contract and I expect it to be honored.

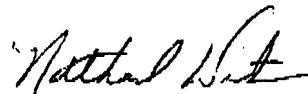
On December 9, 2008, I signed a binding contract (Separation Allowance Plan Release of Claims form), I pray that the Honorable Judge D. Drain will fully review and take this form under consideration.

I try to make life and retirement as comfortable as possible for my wife and I . . . Since I have to pay my insurance after retirement, thanks to GM/Delphi until I reach age 65, I need my severance payment to help make my insurance payments. A rough estimate of approximately 40,000 to 50, 000 dollars over next seven years. (550 to 600 dollars a month).

During my 31 years at GM/Delphi my fellow salary employees and I have made the following sacrifices;

- 1) Pay our own insurance – hourly employees was paid by Gm/Delphi.
- 2) Cost of Living Allowance was taken away. – Hourly employees stayed in tack.
- 3) No raises for 2 or 3 years (was given lump sum one year, which affected our retirement). – Hourly people were given annually increases.
- 4) Salary pension was turned over to PBGC, with a reduced rate. – Hourly pension stayed in tack.
- 5) Salary Severance pay cut 50% – supplemental and legacy hourly employees were given lumps sums of \$40,000.00 and \$140,000.00 as a severance package.
- 6) Salary matching saving fund was discontinued.
- 7) Salary stock options were taken away.
- 8) Salary life insurance was taken away after retirement.
- 9) Salary supplemental time off days was taken away. (14 days)
- 10) Salary quarterly incentive pay was taken away.

I pray that the Honorable Judge D. Drain rule in our favor after hearing all the facts in this case.



Sincerely, Nathaniel Winton

Delphi Automotive, Athens AI

Docket Number 05-44481(RDD)